

ASSIGNMENT

THE STATE OF TEXAS  
F026105  
COUNTY OF HARRIS

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

PART I.

157-16-2515

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*Am*  
*cc*

MITCHELL ENERGY & DEVELOPMENT CORP. (formerly known  
as Mitchell & Mitchell Gas & Oil Corporation, which was  
formerly known as Oil Drilling, Inc., which was formerly  
known as Roxoil Drilling, Inc.), a Texas corporation with  
offices at 3900 One Shell Plaza, Houston, Texas 77002 (herein-  
after called "MEDC") for and in consideration of the sum of  
Ten Dollars (\$10.00) cash and other good and valuable consider-  
ation to it in hand paid by MITCHELL ENERGY CORPORATION  
(successor by merger to George Mitchell & Associates, Inc.  
and Mitchell & Mitchell Properties, Inc.), a Texas corporation  
with offices at 3900 One Shell Plaza, Houston, Texas 77002  
(hereinafter called "Mitchell Energy"), the receipt and  
sufficiency of which are hereby acknowledged, has assigned,  
transferred and conveyed and by these presents does hereby  
assign, transfer and convey unto Mitchell Energy, subject to  
the terms, conditions and reservations herein set forth, all  
of the right, title and interest of MEDC in and to the  
following:

*160*  
*Q*

*300*  
*300*

(1) The Mineral Interests (as hereinafter defined)  
which are described in the Schedule of Properties  
attached hereto as Exhibit "A" and hereby made a part  
hereof (including, but not limited to, all presently  
existing and all future Unitization and Pooling Interests  
[as hereinafter defined] which now or hereafter embrace  
or relate to any such Mineral Interests, whether or not  
such Unitization and Pooling Interests are described in  
said Exhibit "A" in so far, but only in so far, as said  
Mineral Interests cover and pertain to the Hydrocarbons

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(as hereinafter defined) in, on, and under and that may be produced and saved from, or attributable to, the limited depths, horizons and/or formations specified in said Exhibit "A" but in the event no such limitation as to depth, horizon or formation is specified in said Exhibit "A", then such Mineral Interests conveyed hereby shall include all depths, formations and horizons owned by MEDC in and under the lands covered thereby (the interests as limited aforesaid assigned and conveyed in this subparagraph (1) being hereinafter sometimes called the "Assigned Mineral Interests"), together with all rights, privileges, benefits and powers conferred upon the holder of any of the Mineral Interests under the respective terms thereof with respect to use and occupation of the surface of, and the sub-surface depths under, the lands covered by the Mineral Interests which may be necessary, convenient or incidental to the possession and enjoyment (including, without limitation, exploring, drilling, developing, producing and operating) of the interests hereby conveyed in said depths, horizons or formations specifically described in Exhibit "A", and in the event of any conflict between the rights hereby granted to Mitchell Energy, and the rights hereby reserved to MEDC with respect to said surface and sub-surface depths, the rights of Mitchell Energy shall prevail.

(2) The Production Sale Contracts (as hereinafter defined) relating to the Assigned Mineral Interests.

(3) The Operating Equipment (as hereinafter defined) now or hereafter used or useful in connection with, the Assigned Mineral Interests.

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(4) All rights, titles and interests of every nature whatsoever now owned or hereafter acquired by MEDC in and to the Assigned Mineral Interests and every part and parcel thereof, including without limitation, said Assigned Mineral Interests as the same shall be enlarged by the discharge of any payment out of production or by the removal of any charges or encumbrances to which any of said Assigned Mineral Interests ~~are~~ subject, or otherwise; any and all renewals or extensions of any of the Assigned Mineral Interests; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described in the foregoing granting clauses; all operating agreements, transportation contracts, processing contracts, lease records, well records and production records in so far as the same relate to the Assigned Mineral Interests; and any and all additional interests of any kind hereafter acquired by MEDC in and to the Assigned Mineral Interests.

(5) All tenements, hereditaments and appurtenances belonging or in any way pertaining to the Assigned Mineral Interests and other properties, franchises, rights, contracts and agreements or any part thereof hereby assigned, with all reversions and remainders thereof, and all tolls, rents, revenues, issues, income, products, proceeds and profits thereof (excluding any funds held in suspense on account of production prior to the date hereof, or any liability for refunds of payments heretofore received on account of production prior to the date hereof), and all the estate, right, title, interest and claim whatever at law or in equity which MEDC now has or may hereafter acquire in and to the same.

TO HAVE AND TO HOLD the above described interests unto said Mitchell Energy, its successors, assigns and legal representatives, forever, subject to and in accordance with the terms and provisions of the Mineral Interests and subject to and in accordance with the further provisions of Part III hereof, said Mitchell Energy to perform all of said conditions and covenants thereof in so far as same pertain to the interests hereby assigned and conveyed. MEDC does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the interests hereby assigned unto Mitchell Energy, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under MEDC, but not otherwise.

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## PART II

Mitchell Energy is the owner and holder of certain rights and interests in and to the Mineral Interests more particularly described in the Schedule of Properties attached hereto as Exhibit "A" and made a part hereof for all purposes, which interests are in addition to the interests which are assigned and conveyed to Mitchell Energy by MEDC in the foregoing Part I of this Assignment.

For and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to it in hand paid by MITCHELL ENERGY PRODUCTION CORP. (formerly known as GMA Gas Products Plant, Inc., which was formerly known as CNM Gas Products Plant, Inc., which was formerly known as The Wisco Co.), a Delaware corporation with offices at 3900 One Shell Plaza, Houston, Texas (hereinafter called "Mitchell Production"), the receipt and sufficiency of which are hereby acknowledged, Mitchell Energy has assigned,

transferred and conveyed and by these presents does hereby assign, transfer and convey unto Mitchell Production all of the interests and rights assigned and conveyed to Mitchell Energy in Part I of this Assignment and all of the remaining right, title and interest of Mitchell Energy in and to the following:

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(1) The Mineral Interests (as hereinafter defined) which are described in the Schedule of Properties attached hereto as Exhibit "A" and hereby made a part hereof (including, but not limited to, all presently existing and all future Unitization and Pooling Interests (as hereinafter defined) which now or hereafter embrace or relate to any such Mineral Interests, whether or not such Unitization and Pooling Interests are described in said Exhibit "A") in so far, but only in so far, as said Mineral Interests cover and pertain to the Hydrocarbons (as hereinafter defined) in, on and under and that may be produced and saved from, or attributable to, the limited depths, horizons and/or formations specified in said Exhibit "A", but in the event no such limitation as to depth, horizon or formation is specified in said Exhibit "A", then such Mineral Interests conveyed hereby shall include all depths, formations and horizons owned by Mitchell Energy in and under the lands covered thereby (the interests as limited aforesaid assigned and conveyed in this subparagraph (1) being hereinafter sometimes called the "Conveyed Mineral Interests"), together with all rights, privileges, benefits and powers conferred upon the holder of any of the Mineral

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Interests under the respective terms thereof with respect to use and occupation of the surface of, and the sub-surface depths under, the lands covered by the Mineral Interests which may be necessary, convenient or incidental to the possession and enjoyment (including without limitation, exploring, drilling, developing, producing and operating) of the interests hereby conveyed in said depths, horizons or formations specifically described in Exhibit "A", and in the event of any conflict between the rights hereby granted to Mitchell Production, and the rights hereby reserved to Mitchell Energy with respect to said surface and sub-surface depths, the rights of Mitchell Production shall prevail.

(2) The Production Sale Contracts (as hereinafter defined) relating to the Conveyed Mineral Interests.

(3) The Operating Equipment (as hereinafter defined) now or hereafter used or useful in connection with, the Conveyed Mineral Interests.

(4) All rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mitchell Energy in and to the Conveyed Mineral Interests and every part and parcel thereof, including, without limitation, said Conveyed Mineral Interests as the same shall be enlarged by the discharge of any payment out of production or by the removal of any charges or encumbrances to which any of said Conveyed Mineral Interests are subject, or otherwise; any and all renewals or extensions of any of the Conveyed Mineral Interests; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described in the foregoing granting

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clauses; all operating agreements, transportation contracts, processing contracts, lease records, well records and production records which relate to the Conveyed Mineral Interests; and any and all additional interests of any kind hereafter acquired by Mitchell Energy in and to the Conveyed Mineral Interests.

(5) All tenements, hereditaments and appurtenances belonging or in any way pertaining to the Conveyed Mineral Interests and the other properties, franchises, rights, contracts and agreements or any part thereof hereby assigned, with all reversions and remainders thereof, and all tolls, rents, revenues, issues, income, products, proceeds and profits thereof (excluding any funds held in suspense on account of production prior to the date hereof, or any liability for refunds of payments heretofore received on account of production prior to the date hereof), and all the estate, right, title, interest and claim whatever at law or in equity which Mitchell Energy now has or may hereafter acquire in and to the same.

TO HAVE AND TO HOLD the above described interests unto said Mitchell Production, its successors, assigns and legal representatives, forever, subject to and in accordance with the terms and provisions of the Mineral Interests and subject to and in accordance with the further provisions of Part III hereof, said Mitchell Production to perform all of said conditions and covenants thereof in so far as same pertain to the interests hereby assigned and conveyed. Mitchell Energy does hereby bind itself, its successors and



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assigns, to warrant and forever defend all and singular the interests hereby assigned unto Mitchell Production, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Mitchell Energy, but not otherwise.

### PART III

1. Except for the rights and interests specifically assigned and conveyed in Part I hereof, MEDC specifically excepts and reserves unto itself, its successors and assigns, all of its present right, title and interest in and to the properties referred to in Part I of this Assignment as to all depths other than the limited depths and horizons specified as being included in the assignment and conveyance made in Part I hereof, and in addition, MEDC excepts and reserves unto itself, its successors and assigns, all of its present right, title and interest in said limited depths and horizons so assigned and conveyed in Part I hereof other than the Hydrocarbons referred to in said Part I, also reserving and excepting unto MEDC the right of ingress and egress for the purpose of exploring for and extracting oil, gas and other minerals from the interests reserved to MEDC in this paragraph, together with the right to utilize the Operating Equipment to the extent that same is being utilized as of the date hereof in connection with any well which is presently completed in more than one zone and as to which one or more of such completed zones is reserved to MEDC hereunder, subject, however, to the specific terms and provisions of subparagraph (1) appearing in said Part I.

2. Except for the rights and interests specifically assigned and conveyed in Part II hereof, Mitchell Energy specifically excepts and reserves unto itself, its successors and assigns, all of its present right, title and interest



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in and to the properties referred to in Part II of this Assignment as to all depths other than the limited depths and horizons specified as being included in the assignment and conveyance made in Part II hereof, and in addition, Mitchell Energy excepts and reserves unto itself, its successors and assigns, all of its present right, title and interest in said limited depths and horizons so assigned and conveyed in Part II hereof other than the Hydrocarbons referred to in said Part II, also reserving and excepting unto Mitchell Energy the right of ingress and egress for the purpose of exploring for and extracting oil, gas and other minerals from the interests reserved to Mitchell Energy in this paragraph, together with the right to utilize the Operating Equipment to the extent that same is being utilized as of the date hereof in connection with any well which is presently completed in more than one zone and as to which one or more of such completed zones is reserved to Mitchell Energy hereunder, subject, however, to the specific terms and provisions of subparagraph (1) appearing in said Part II.

3. The assignments set forth in both Part I and Part II are made and accepted subject to any and all royalties, overriding royalties, production payments, net profits interests and other similar burdens against production owned by any party other than MEDC or Mitchell Energy and which are of record on the date of this Assignment, and the assignees under both Part I and Part II shall bear their proportionate shares of all such burdens against production. The foregoing assignments made hereby are also subject to any and all operating agreements, gas sales agreements or other agreements or contracts affecting the assigned premises.

4. Reference is made to that certain "Schedule of Debts Assumed" of even date herewith which Schedule refers to the foregoing assignments and is incorporated herein by reference. Said Schedule has been signed for identification by the parties hereto (as well as by other parties named therein). Mitchell Energy by its acceptance hereof hereby assumes and agrees to pay the debts identified and referred to in said Schedule as being assumed by Mitchell Energy in connection with the foregoing assignments; and similarly, Mitchell Production, by its acceptance hereof, hereby assumes and agrees to pay the debts identified and referred to in said Schedule as being assumed by Mitchell Production in connection with the foregoing assignments.

5. As used in this Assignment, the following terms shall have the respective meanings set forth below:

(1) **Hydrocarbons:** oil, gas and other liquid or gaseous hydrocarbons, including but not limited to, all liquifiable hydrocarbons and other products which may be extracted from gas and gas condensate by the processing thereof in a gas processing plant.

(2) **Mineral Interests:** leasehold and other interests in or under oil, gas and other mineral leases, mineral fee interests, and overriding royalty, production payments, net profits and royalty interests and any other interests in Hydrocarbons and other minerals in place situated in the United States or within the limits of the territorial and offshore waters of the United States or any State thereof, including all Unitization and Pooling Interests which at any time embrace or relate to any such interests.

(3) **Operating Equipment:** All surface or sub-surface machinery, equipment, fixtures, facilities and other property of whatever kind or nature (excluding drilling rigs, boats, barges, airplanes, helicopters, motor vehicles, marine equipment, aviation equipment or other property taken to the premises to drill, rework or service a well or for other similar temporary uses and natural gas processing plants for the extraction of natural gas liquids) which are useful for the production, treatment, storage or transportation of Hydrocarbons, including, without limitation, all oil wells, gas wells, water wells, injection wells, casing, pipe, tubing, rods, separators, liquid extractors, gun barrels, flow lines, tanks and tank batteries, gas systems (for treating, disposal and injection), power plants, engines, compressors, pumps, pumping units,

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valves, fittings, boilers, meters, apparatus, poles, lines, transformers, starters and controllers, machine shops, tools, appliances, implements, cables, wires, towers, storage facilities and property stored therein, buildings, structures and camps, telegraph, telephone and other communication systems, roads, loading racks and shipping facilities, but excluding (i) Hydrocarbon transmission lines (other than oil and gas gathering lines, flow lines and related facilities on or held for use in connection with Mineral Interests) and (ii) gas processing plants for extraction of natural gas liquids.

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(4) Production Sales Contracts: all contracts for the production, sale, purchase, exchange, transportation or processing of Hydrocarbons.

(5) Unitization and Pooling Interests: in connection with Mineral Interests specifically described or referred to, all rights, titles and interests of the owner of such Mineral Interests in, to and under, or derived from, all joint venture or common enterprise, unitization and pooling agreements and the properties covered and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any Federal, State or other governmental agency having jurisdiction) which embrace or relate to such Mineral Interests or to the production of Hydrocarbons therefrom.

6. The foregoing assignments shall become effective as to production of Hydrocarbons from the Assigned Mineral Interests and the Conveyed Mineral Interests as of 7 a.m., February 1, 1977, local time, but shall be effective as between the parties as of the date of execution hereof.

IN WITNESS WHEREOF, Mitchell Energy & Development Corp. and Mitchell Energy Corporation have caused this instrument to be executed this 24th day of January, 1977.

MITCHELL ENERGY & DEVELOPMENT CORP.

Attest:

*Era E. Chang*  
Assistant Secretary

By *[Signature]*  
Vice President

MITCHELL ENERGY CORPORATION

*Parish W. Mammack*  
Assistant Secretary

By *[Signature]*  
Senior Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared A. C. WYLIE, JR., Vice President of MITCHELL ENERGY & DEVELOPMENT CORP., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said MITCHELL ENERGY & DEVELOPMENT CORP., a Texas corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of January, 1977.

(S E A L)

*Mary M. Broughton*  
NOTARY PUBLIC in and for  
Harris County, Texas

MARY M. BROUGHTON  
Notary Public in and for Harris County, Texas  
My Commission Expires 3-16, 1978

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JACK J. YOVANOVICH, Senior Vice President of MITCHELL ENERGY CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said MITCHELL ENERGY CORPORATION, a Texas corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of January, 1977.

(S E A L)

*Joe A. Cutain*  
NOTARY PUBLIC in and for  
Harris County, Texas

JOE A. CUTAIN  
Notary Public in and for Harris County, Texas  
My Commission Expires 7-1-1978

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EXHIBIT "A" TO ASSIGNMENT  
FROM MITCHELL ENERGY & DEVELOPMENT CORP.  
AND MITCHELL ENERGY CORPORATION TO  
MITCHELL ENERGY PRODUCTION CORP.  
DATED JANUARY 24, 1977

Schedule of Properties

08072-01-0 Jewell Burkett Well No. 1

The oil, gas and mineral leases described in that certain Assignment from Johnny Mitchell, as Assignor, to Henry M. Beissner et al., as Assignees, dated March 19, 1953, and recorded in Volume 738, at Page 572, Contract Records, Harris County, Texas, covering 200 acres of land in said county out of the Joseph Miller League, Abstract No. 5, as more particularly described in said leases.

The interest in the above-described well is limited to the interval between the surface of the ground and 100 feet below the deepest depth from which such well was producing on January 31, 1977.

Footnotes: Subject to Gas Purchase and Sales Agreement dated May 1, 1975, between Tennessee Gas Pipeline Company Buyer, and Mitchell Energy Corporation, Seller.

08729-01-0 Catherine Murphy Unit No. 1

The oil, gas and mineral leases described in that certain Declaration of Pool (known as the Catherine Murphy 187.06-Acre Gas Unit) executed by Socs Vratiss, dated March 27, 1956, and recorded in Volume 1044, at Page 130, Contract Records, Harris County, Texas, insofar only as said leases cover and apply to oil, gas and other minerals in and under the lands described in said Declaration of Pool.

The interest in the above-described well is limited to the interval between the surface of the ground and 100 feet below the deepest depth from which such well was producing on January 31, 1977.

Footnotes: Subject to Gas Purchase and Sales Agreement dated May 1, 1975, between Tennessee Gas Pipeline Company, Buyer, and Mitchell Energy Corporation, Seller.

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NOTES TO EXHIBIT "A"

ATTACHED TO AND FORMING A PART OF ASSIGNMENT, CONSISTING OF PART I BEING AN ASSIGNMENT FROM MITCHELL ENERGY & DEVELOPMENT CORP. TO MITCHELL ENERGY CORPORATION, AND PART II BEING AN ASSIGNMENT FROM MITCHELL ENERGY CORPORATION TO MITCHELL ENERGY PRODUCTION CORPORATION

This Exhibit "A" contains the specific descriptions of the Mineral Interests" (as that term is defined in the Assignment to which this Exhibit "A" is attached) which are referred to in the granting clauses of the Assignment as being described in Exhibit "A".

This Exhibit "A" is physically divided into Divisions one for each of the Counties in which the Mineral Interests are located or for each combination of two or more such Counties in the case of Mineral Interests located in more than one County.

The recitations in the specific descriptions of the Mineral Interests that certain of the Mineral Interests are subject to specifically described agreements or other instruments or other interests shall not operate to subject any such Mineral Interest to any such agreement or other instrument or any such other interest except to the extent that such agreement or other instrument or other interest is valid and presently subsisting with respect to such Mineral Interest; nor shall the reference to any such agreement or other instrument or other interest be deemed to constitute a recognition by the parties that any such agreement or other instrument or other interest is valid except to the extent such agreement or other instrument or other interest is presently in force and effect.

The term "lease", as used in this Exhibit "A" and in the Assignment includes gas and mineral leases, oil and gas leases and subleases.

Executed original counterparts of the Assignment to which this Exhibit "A" is attached to be filed for recording and recorded in the records of the various Counties have annexed thereto as Exhibit "A" only the Division containing specific descriptions of the Mineral Interests relating to lands located in the respective County or Counties in which such counterparts are to be filed for recording. The omitted descriptions are hereby included in said recorded counterpart by reference to a counterpart of the Assignment with all of said specific descriptions annexed thereto as the same has been delivered to each assignee named in the Assignment.

Notwithstanding anything to the contrary contained in the specific descriptions set forth in this Exhibit "A", any provision hereinafter contained to the effect that "the interest in the above described well is limited to . . . ." shall not be construed to limit any leasehold or other interest described in such description to any particular well or wells, but shall be construed to refer to the entirety of the Mineral Interests (as defined in the foregoing Assignment) described in such particular description, as same may be limited by any other provision of such description, and any limitation to "the interval between the surface of

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the ground and 100 feet below the deepest depth from which such well was producing on January 31, 1977" shall be construed to mean the interval between the surface of the ground and the deeper of (i) 100 feet below the deepest depth from which any well on said Mineral Interest described in such particular description was producing on January 31, 1977, or (ii) the base of the deepest formation or zone from which any well on said Mineral Interest was producing on January 31, 1977. As used hereinabove, or in the descriptions contained in this Exhibit "A", the phrase "producing on January 31, 1977" shall be deemed to refer not only to wells actually producing quantities of Hydrocarbons (as defined in the foregoing Assignment) on January 31, 1977, but also to wells which are completed, equipped and capable of producing Hydrocarbons but which for reasons of mechanical failure, need for repairs or workover, failure of purchaser to take production, shut-down due to regulatory requirements, weather conditions, labor problems or other reasons, whether similar or dissimilar, are not actually productive of Hydrocarbons on said date.

The code numbers and descriptive lease or well name inserted at the beginning of each particular description are inserted for convenience only and shall not be construed as limiting in any manner the Mineral Interest described thereunder.

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STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
the Public Records on this date and at the time stamped  
hereon by me and was duly RECORDED, in the Official  
Public Records of Real Property of Harris County, Texas on

JAN 27 1977



*P. J. Montoya*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
JAN 27 9 53 AM 1977  
*P. J. Montoya*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ASSIGNMENT FROM MITCHELL ENERGY  
& DEVELOPMENT CORP. AND MITCHELL  
ENERGY CORPORATION TO MITCHELL  
ENERGY PRODUCTION CORPORATION  
DATED JANUARY 24, 1977.

When recorded return to:

MITCHELL ENERGY PRODUCTION  
CORPORATION  
3900 ONE SHELL PLAZA  
HOUSTON, TEXAS 77002  
ATTENTION: PROPERTY  
ADMINISTRATION